



Attorney Case No. 902OE002.C1

#6

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:)	
Gilliland, et al.)	Group Art Unit: 2874
)	
Title: Automatic Power Control and Laser Slope)	Examiner: Unknown
Efficiency Normalizing Circuit)	
)	
Serial No.: 10/015,103)	Mailed: December 11, 2002
Parent Serial No.: 09/498,221)	From: Chicago, IL
)	
Filed: December 11, 2001)	
Parent Filed: February 4, 2000)	

**PETITION TO TREAT DECLARATION AND ASSIGNMENT AS
BEING SIGNED BY ALL INVENTORS PURSUANT TO 37. C.F.R. §1.47**

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

In response to the Office Action dated August 28, 2002, and based on the facts stated herein, Assignee hereby petitions the Commissioner to treat the filed Declarations and Assignments as being signed by all inventors. The attorney of record for the Assignee and signatory of this petition, Steven Evans, has personal knowledge of the events stated in this petition (Attachment A, Declaration of Steven Evans).

There are five inventors on this present application, Patrick B. Gilliland, Luis Torres, Evgueniy Anguelov, Mike A. Ward, and David C. Schie (Attachment B). All the inventors have signed the Declaration and Assignment, except for David C. Schie. Patrick B. Gilliland, Luis Torres, and Evgueniy Anguelov were employees of Methode Electronics, Inc. Mike A. Ward and David C. Schie were employees of Linear Dimensions.

Stratos Lightwave was a fully owned subsidiary of Methode Electronics, the original assignee of this application. (Attachment A). Around February 2001, Stratos Lightwave spun off from Methode Electronics to become an independent company.

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(Attachment A). At the time of the spin off, Methode Electronics assigned this application to Stratos Lightwave. (Attachment A).

The parent of the present application was filed on February 4, 2000. Prior to filing the parent application, Methode Electronics and Linear Dimensions entered into an Agreement on March 5, 1998, to develop a custom integrated circuit. (Attachment C). Section 2.8 of the Agreement clearly states that intellectual patent rights to the integrated circuit (IC) shall be the property of Methode Electronics, even though some of the inventors may be from Linear Dimensions. Prior to filing the parent application, Methode Electronic sent a final draft of the application on November 9, 1999, to Mr. Schie requesting that he review the application and sign the enclosed Declaration and Assignment pursuant to the Agreement between Methode Electronics and Linear Dimensions. (Attachment D). Furthermore, prior to filing the parent application, Methode Electronics and Linear Dimensions disagreed on the quality of the IC produced by Linear Dimensions. (Attachment A).

As a result of that dispute, Mike Ward and David Schie, employees of Linear Dimensions, initially refused to sign the application. (Attachment A). Methode Electronics refused to make additional payment until the IC was redesigned, and Messrs. Ward and Schie refused to sign the Declaration and Assignment until additional payment was received from Methode Electronics. (Attachment A). Mike Ward, the Vice President of Linear Dimensions, later agreed to sign the Declaration and Assignment without additional payment from Methode Electronics. (Attachment A). David Schie, however, continued to refuse to sign the Declaration and Assignment. (Attachment A). Methode Electronics sent a certified letter to Mr. Schie on December 6, 1999, again requesting that he sign the Declaration and Assignment pursuant to the Agreement between Methode Electronics and Linear Dimensions. (Attachment E). Methode Electronics then was orally informed by Mr. Schie to direct all future communications to his attorney, William Meyers. (Attachment A).

Methode Electronics sent a certified letter on February 11, 2000, to William Meyers, attorney for Mr. Schie, requesting that Mr. Schie sign the Declaration and Assignment, and stating that he was in breach of the Agreement between Methode Electronics and Linear Dimensions by refusing to sign these documents. (Attachment F).

Subsequently, Methode Electronics received a letter dated February 24, 2000, from Linear Dimension disputing that Linear Dimensions was in breach of the Agreement and arguing that the patent application violated the Agreement. (Attachment G). Accordingly, Methode Electronics was forced to file the parent and continuation applications without the signature of Mr. Schie.

Stratos Lightwave owns all the rights to the parent and continuation applications. The parent application has already been allowed. In a telephone conversation between Steven Evans of Stratos Lightwave and David Schie in the latter part of the year 2001, Mr. Schie informed Mr. Evans that a dispute was still ongoing between Mr. Schie and Linear Dimensions. Mr. Schie offered to sign the Declaration and Assignment if Stratos was willing to take the position that Mr. Schie's actions did not cause the breakdown in the relationship between Methode and Linear Dimensions. (Attachment A). Stratos was and is unwilling to take sides or a position in the dispute between Mr. Schie and Linear Dimensions. (Attachment A). Accordingly, Stratos is still unable to obtain the signed Declaration and Assignment from Mr. Schie.

Stratos Lightwave has a significant financial investment in the development of the intellectual property covered by claims of the parent and continuation applications. The granting of this Petition is necessary to prevent irreparable harm and a complete loss of the investment made by Stratos Lightwave in this project. Accordingly, the Commissioner is respectfully requested to grant this petition to avoid the irreparable harm to the Assignee of this patent application, Stratos Lightwave. Authorization to charge Stratos' deposit account the appropriate fee is enclosed with this application. The last known address of Mr. Schie is the address shown on Attachments D and E.

Respectfully Submitted,



Steven M. Evans, Reg. No. 35,503
Senior Patent Counsel
Stratos Lightwave, Inc.
7444 West Wilson Ave.
Chicago, IL 60706
708-867-9600

Attachment

A



Attorney Case No. 902OE002.C1

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:)	
Gilliland, et al.)	Group Art Unit: 2874
)	
Title: Automatic Power Control and Laser Slope)	Examiner: Unknown
Efficiency Normalizing Circuit)	
)	
Serial No.: 10/015,103)	Mailed: December 11, 2002
Parent Serial No.: 09/498,221)	From: Chicago, IL
)	
Filed: December 11, 2001)	
Parent Filed: February 4, 2000)	

**DECLARATION BY STEVEN EVANS FOR
PETITION TO TREAT DECLARATION AND ASSIGNMENT AS
BEING SIGNED BY ALL INVENTORS PURSUANT TO 37. C.F.R. §1.47**

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

I, Steven M. Evans, having U.S. Patent Office Registration Office No. 35,503,
hereby declare as follows:

1. I am an attorney of record on the above-identified continuation
application. The parent application that was allowed on September 11, 2001. I filed the
parent and continuation applications and have been responsible for the prosecution of
both applications since they were filed.

2. I was employed as a patent attorney by Methode Electronics ("Methode")
between September 1999 and approximately May 2000. In May 2000, Stratos Lightwave
was formed as a fully owned subsidiary of Methode Electronics, and my employment
was transferred to Stratos Lightwave at that time. Around June 2000, Stratos Lightwave

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issued an initial public offering (IPO). Around February of 2001, Stratos Lightwave and Methode Electronics became two separate companies. Methode Electronics assigned several patent applications to Stratos Lightwave at that time, including the present applications.

3. During several telephone conversations between inventor Mike Ward and myself, Mr. Ward initially refused to sign his Declaration and Assignment for the parent application, but later agreed to sign these documents prior to filing the application.

4. Prior to filing the parent application, I spoke to inventor Mr. Schie on the telephone in regard to signing the Declaration and Assignment for the parent application. Mr. Schie indicated that he would not sign these documents until Linear Dimensions received additional payment for the related IC project between Methode Electronics and Linear Dimensions. I indicated that Methode would not provide any additional payment until the concerns of Methode engineers regarding the IC being designed by Linear Dimensions were resolved.

5. Despite numerous telephone conversations between Mr. Schie and myself, I was unable to convince Mr. Schie to sign the Declaration and Assignment prior to filing the parent application on February 4, 2000. Furthermore, Mr. Schie instructed me to direct all my future correspondence on this issue to his attorney, William Meyers, which I did on February 11, 2000. Correspondence with attorney William Meyers failed to resolve the signature issue regarding Mr. Schie.

6. On or about the latter part of the year 2001, I received a phone call from Mr. Schie regarding the parent application. He indicated that an ongoing dispute existed between he and Linear Dimensions, and he requested that Methode/Stratos make certain

statements that Mr. Schie's actions did not cause the breakdown in the relationship between Methode and Linear Dimensions. I indicated that neither Methode nor Stratos was willing to get involved in the dispute between Mr. Schie and Linear Dimensions, and that Stratos would file a Petition Regarding an Uncooperative Inventor in order to resolve the lack of signature issue.

7. I hereby declare that all statements made herein are of my own knowledge and are believed to be true, and these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, and such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Steven M. Evans
Steven M. Evans, Reg. No. 35,503

12-11-02
Date

Attachment

B

Atty. Case No. 902OE002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of
Gilliland, et al.

For: AUTOMATIC POWER CONTROL
AND LASER EFFICIENCY
NORMALIZING THROUGH
COMPENSATIONS IN
MODULATION CURRENT

Serial No.

Filed: Herewith

Group Art Unit:

Box Patent Application
Assistant Commissioner for Patents
Washington, D.C. 20231

Date: February 4, 2000
Chicago, Illinois

LIST OF INVENTORS' NAMES

Sir:

The following is a list of the inventors' names:

Patrick B. Gilliland
Luis Torres
Evgueniy Anguelov
David Schie
Mike A. Ward

Respectfully submitted,

Express Mail No. EL528125724US

Date of Deposit: February 4, 2000

I hereby certify that this paper or fee is being deposited

with the United States Postal Service "Express

Mail Post Office to Addressee" on the date indicated above

and is addressed to Box Patent Application,

Asst. Commissioner for Patents, Washington, D.C. 20231.

Sandy Barnett

By:

Steven M. Evans

Steven M. Evans

Attorney for Applicants

Reg. No. 35,503

Methode Electronics, Inc.

7444 West Wilson Avenue

Chicago, Illinois 60656

Tel No. (708) 867-9600

Fax: (708) 867-7690

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Attachment

C

PARTNERSHIP PROGRAM CUSTOM A²SIC AGREEMENT

This agreement made on the 5th day of March, 1998 by and between Linear dimensions ("Linear") and Methode Electronics, Inc. ("Methode").

WHEREAS, Linear Dimensions designs, manufactures and sells custom integrated circuits and is a corporation incorporated and in good standing under the laws of the State of Illinois, having requisite authority to enter into an Agreement of this type;

WHEREAS, Methode Electronics, Inc. is an electronics component manufacturer and is a corporation incorporated and in good standing under the laws of the State of Illinois, having requisite authority to enter into an Agreement of this type;

NOW, THEREFORE, the parties agree as follows:

1.0 Design, Prototype, Manufacture, and Testing Agreement

- 1.1 Linear Dimensions hereby agrees to design, to the best of its abilities and in conjunction with Methode, an analog application specific integrated circuit (A²SIC) to fulfill the specifications in Schedule 'A', producing an IC for Methode's optical transceiver product which shall hereinafter be called "IC".
- 1.2 The spirit of this Agreement is agreed to be such that both Methode and Linear will co-operate, work together, make reasonable concessions, and use their best efforts at all times to produce an IC which will make a functionally viable IC for Methode.
- 1.3 Specifications for IC are provided as Schedule 'A'. Should it be necessary to adjust the specifications due to design or process constraints, and in the opinion of Methode and Linear would still make a workable product, then it shall be acceptable to substitute those newly derived parameters in place of those which were unattainable.
- 1.4 Linear will produce prototypes for examination by Linear and Methode, however, Methode will accept reasonable non-conformance of these prototypes with specifications provided that Linear can demonstrate a method of remedy is included in the final design or it is decided that the new specifications are acceptable. In other words, Methode will not force re-spins for unsubstantive issues or issues which it can be reasonably assured have been corrected in the layout of the final design.
- 1.5 Linear will manufacture at least the first 100,000 ICs for Methode at \$1.80 per IC or less. These pieces will be approximately 12 weeks ARO, FOB Linear.

2.6 Property Rights

- 2.7 Linear hereby agrees that the IC shall be manufactured and sold exclusively to Methode and may not be made available to any other customer of Linear. Linear will not make optoelectronic transceiver controllers for any other company, unless Methode fails to meet its obligations under 4.0, Minimum Purchase Agreement.
- 2.8 Intellectual patent rights to the IC shall be the property of Methode, however, all related patents, trademarks or other intellectual registries shall bear the name of Linear & relevant personnel as co-inventors where such personnel are inventors, as defined by the patent statute. Linear agrees that such registries shall be assigned to Methode, and that its personnel will cooperate in helping to prepare and execute any papers necessary to prosecute the patents.

2.9 Methode shall have the right to patent the IC only and shall in no way bar Linear's right to carry out business with other customers for products other than the IC and pursuant to paragraph 2.1 above. Methode shall in no way invalidate or disallow the use of proprietary Linear cells. Methode also shall not patent techniques derived independently by Linear Dimensions in the name of Methode without the consent of Linear.

3.10 Payment

3.11 In return for the development mentioned above, Methode hereby agrees to pay the following:

\$20k	Upon acceptance of this Agreement.
\$5k	Upon Delivery of Functional (though not necessarily perfect) Prototypes by Linear
\$20k	Upon Initiation of Mask Build by Linear
\$20k	Upon Initiation of Engineering Wafer Run by Linear
\$10k	After Receipt of Engineering Samples (approx. 100 pcs) by Methode

A target schedule is included as Schedule 'B'.

4.0 Minimum Purchase Agreement

All provisions in 4.0 below are contingent upon satisfactory completion of 3.0:

4.1 Methode hereby agrees that it will purchase a minimum of 100,000 pieces of IC within one year of Design Approval of Functioning Engineering Samples, according to Methode's standard terms and conditions included on the attached Methode P.O. Where the conditions on the enclosed Methode P.O. conflict with this agreement, for example where Methode may cancel without liability, then this agreement shall rule. Methode does not have the right to purchase less than 100,000 pieces over the course of a year despite Methode's standard P.O. terms & conditions.

4.2 Further to Section 2.0 in which Linear agrees that it will not make controllers for optoelectronic transceiver products made by others, Methode in return agrees that a minimum of 50% of its annual purchases of optoelectronic transceiver control IC's will be made from Linear provided Linear's prices are within 20% of 3 legitimate competitive bids obtained by Methode and Linear. Linear will reserve the right to verify and ensure that the same service is being provided. Pursuant to this, Methode will provide a mechanism for verifying its yearly volume.

5.0 Termination

5.1 In no event, shall Linear be liable for delay in the rendering of services contained herein. Schedule 'B' includes a proposed schedule, however, this schedule is a target. Both companies shall use their best efforts to meet these targets. Should the design of Methode's IC not be complete in the opinion of both parties, after the first year, then either party may terminate this agreement. Methode may terminate the agreement if Linear is in breach of any of the terms of the agreement and has failed to take steps to cure the breach within 30 days notice by Methode.

5.2 Linear reserves the right to terminate this Agreement at any time only so long as it returns all monies paid by Methode under 3.1.

5.3 This agreement terminates after five (5) years.

6.0 Confidential Information

It is agreed that both parties will mark as Proprietary all such Information which they wish to be kept confidential. Linear and Methode both agree to receive such information and hold it in confidence, limiting access to such Proprietary Information to its employees or agents who have a need to know such Proprietary Information in order to accomplish the goal of this Agreement. The obligations of this paragraph shall terminate four (4) years from the date of this Agreement, survive any termination hereof if before four (4) years and impose no obligation upon the Receiving Party with respect to any portion of the received information; (a) which was known to recipient prior to its first receipt from the other party; (b) which is now or shall hereafter through no act or failure to act upon the part of the recipient become generally known; (c) which is furnished to others by disclosing party without restriction on disclosure; (d) which is hereafter furnished to the recipient by a third party and without restriction on disclosure; or (e) which is independently developed by the Recipient. Each party agrees that upon request by the other party or upon termination of this Agreement, the receiving party will return all proprietary information to the disclosing party.

7.0 Modification

This Agreement may not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

8.0 Notice

Any notice to be given hereunder shall be in writing and addressed as follows, or to such other address as the recipient may specify:

Linear Dimensions
1648A N. Mohawk Ave.
Chicago, Illinois
60614

Methode Electronics
7444 West Wilson Ave.
Chicago, Illinois
60656

9.0 Disputes

Disputes which cannot be resolved by the parties shall be put to the American Arbitration Association in the State of Illinois for non-binding ADR. If the ADR process is unsatisfactory, the parties may resolve disputes in court.

10. Indemnity

Methode shall indemnify and ensure that Linear is held harmless against claims by others that the proprietary technical design information provided by Methode does not infringe others' patents.

11. Invalidity

If any provision of this Agreement is declared void or unenforceable, such provisions shall be deemed to be amended so that the same shall be enforceable to the fullest extent permitted by law, or if totally invalid or unenforceable, such provisions shall be deemed to be severed from this Agreement, and the balance of the Agreement will remain in full force and effect.

12. Entire Agreement

This Agreement sets forth the entire Agreement of the parties with respect to the subject matter herein. There are no understandings, agreements or representations, express or implied not specified herein. This Agreement may not be amended except by an agreement in writing executed by the parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above mentioned.

LINEAR DIMENSIONS, INC.

Rene W. Giedt
(Officer of the Company)

Rene W. Giedt, President
(Printed Name/Title)

5 MAR '98
(Date)

METHODE ELECTRONICS, INC.

James W. McSwiney
(Officer of the Company)

James W. McSwiney
(Printed Name/Title)

3/5/98
(Date)

Schedule 'A'

Specifications to be mutually agreed upon.

Schedule 'B'

DESIGN: OPTICAL TRANSCEIVER A²SIC (Analog ASIC) Schedule

NRE SCHEDULE

Re-design, Simulations, Layout & Prototype at Orbit (16 weeks)	\$25k*
Mask Generation (2 weeks)	\$20k
Engineer Wafer Run (8 weeks)	
Wafers to be staged for prototypes	\$20k
Delivery and Evaluation of Engineering samples (2 weeks)	\$10k

*Costs of prototyping E² may be up to \$7,500 higher.

TOTAL NRE COST: \$75k.

TOTAL DEVELOPMENT TIME: 28 weeks from receipt of final specifications.

PAYMENT SCHEDULE: \$20k with agreement. Balance to be paid as development proceeds.

Attachment

D



7444 W. WILSON AVE. • CHICAGO, IL 60656-4549

TELEPHONE (708) 867-9600

FAX (708) 867-9130

VIA FEDERAL EXPRESS

November 9, 1999

David C. Schie
1648 N. Mohawk Avenue
Chicago, IL 60614

Re: Automatic Power Control and Laser Slope Efficiency Normalizing through
Compensations in Modulation Current
Our Case No: 902OE002

Dear Mr. Schie:

Enclosed is a final draft of the above-identified patent application including the referenced drawings.

Pursuant to discussions with Pat Gilliland and David Newman, it appears that you may have invented subject matter included in this application. Please review the application and all claims to be certain that you did contribute to the invention.

If the application meets with your approval, please sign the enclosed Declaration and Assignment. However, should you find that material changes are needed to the application, please make those changes and return the application to me. I will then amend the patent application and forward the final draft to you along with the formal papers.

Please bear in mind that in order to secure patent rights in most foreign countries, we must file our U.S application prior to any public disclosure of the invention. Corresponding foreign applications can then be filed within one year of the U.S. filing date.

If you have any questions, please do not hesitate to contact me. We request that you respond by November 18, 1999 or sooner.

Sincerely,

A handwritten signature in cursive script that reads 'Steven M. Evans'.

Steven M. Evans
Patent Attorney
708-867-9600
sevens@methode.com

SME/sdb

Attachment

E

PS Form 3800, April 1995

P 267 791 164

US Postal Service Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	David C. Schie
Street Number	445 E. Ohio St. 350
Post Office, State, & ZIP Code	CHIC. IL 60611
Postage	\$ 77
Certified Fee	1 40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt (See reverse)	1 25
Whom & Date Article Delivered	
Return Receipt (See reverse)	
Date, Address, & Initials	
TOTAL Postage & Fees	3 42
Postmark Date	1999

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

MR. DAVID C. SCHIE
LINEAR DIMENSIONS
445 E. OHIO ST., STE. 350
CHICAGO, IL 60611

4a. Article Number

4b. Service Type

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Insured |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD |

7. Date of Delivery

12/8/99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.



7444 W. WILSON AVE. • CHICAGO, IL 60656-4549

TELEPHONE (708) 867-9600

FAX (708) 867-9130

December 6, 1999

VIA FAX AND CERTIFIED MAIL

Mr. David C. Schie
1648A N. Mohawk St.
Chicago, IL 60614

Re: Automatic Power Control and Laser Slope Efficiency Normalizing through
Compensation in Modulation Current
Our Case No. 902OE002

Dear Mr. Schie:

This letter is a follow-up to our prior letter to you dated November 9, 1999.

As you recall, we have requested that you sign the inventor declaration for the above-referenced patent application so that we may file a complete application. As of the present date, we have still failed to receive the signed declaration from you pursuant to the terms of Agreement of March 5, 1998 (enclosed).

We respectfully request that you sign the enclosed declaration by December 13 so that we may file the application as soon as possible. Your continued refusal to sign the declaration may force us to file the patent application without your signature in order to avoid any prejudice of Methode's intellectual property rights. If you have a basis for not signing, please provide a written explanation.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Steven M. Evans".

Steven M. Evans
Patent Attorney
(708) 867-9600 x2842
sevens@methode.com

Encl: 3/5/98 Agreement
Declaration

Attachment

F

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to: <i>Wm. C. Meyers</i>	
Street & Number <i>55 E. Monroe Ste. 3700</i>	
Post Office, State, & ZIP Code <i>Chicago IL 60603</i>	
Postage	\$ <i>55</i>
Certified Fee	<i>140</i>
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	<i>125</i>
Return Receipt Showing to Whom Date, & Address of Recipient	
TOTAL Postage & Fees	<i>320</i>
Postmark Date	<i>11 2000</i>

We can return this

space does not

article number,
and the date

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

4a. Article Number

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Insured |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD |

7. Date of Delivery

FEB 14 2000

8. Addressee's Address (Only if requested and fee is paid)

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

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SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

William C. Meyers, Esq.
Goldberg, Kohn, Bell, Black
Rosenbloom & Moritz, Ltd.
55 E. Monroe St., Ste. 3700
Chicago, IL 60603

4a. Article Number**4b. Service Type**

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Insured |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD |

7. Date of Delivery

FEB 14 2000

5. Received By: (Print Name)**6. Signature: (Addressee or Agent)**

X *[Signature]*

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

3 Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt



7444 W. WILSON AVE. • CHICAGO, IL 60656-4549

TELEPHONE (708) 867-9100

FAX (708) 867-9130

VIA CERTIFIED MAIL

February 11, 2000

William C. Meyers, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe St., Suite 3700
Chicago, IL 60603

Re: Breach of March 5, 1998 Agreement by Linear Dimensions

Dear Mr. Meyers:


I have spoken to our senior engineer who is responsible for testing the integrated circuits (ICs) you provided to Methode on January 12, 2000. He has completed extensive testing on the ICs and determined that the ICs fail to meet the minimum standards agreed to in our contract of March 5, 1998. Furthermore, to date Methode has failed to receive the required papers from David Schie to file a complete patent application, and Linear Dimensions has refused to sign an assignment transferring all potential proprietary rights in the patent application to Methode. This despite the fact that Linear Dimensions has confirmed both orally and in writing that Methode owns all proprietary rights disclosed in the patent application.

Linear Dimensions has now materially breached the written contract of March 5, 1998. Despite the specific terms of the Agreement, Linear has repeatedly refused to provide all documents necessary for Methode to file a complete patent application. Linear has repeatedly failed to provide Methode with functional ICs pursuant to the terms of the contract. Linear has continually failed to cure this breach by providing working ICs, despite Methode granting Linear numerous extensions to provide working ICs. Methode specifically stated in its letter to Linear on December 22, 1999, that Linear must provide Methode a commercially viable 16-lead TSSOP (IC) by January 21, 2000. This deadline has passed and Linear has still failed to provide working ICs.

Based on the continued failures and refusals of Linear Dimensions to perform its obligations under the Agreement of March 5, 1998, Methode considers the Agreement materially breached by Linear Dimensions. Methode has suffered foreseeable consequential damages as a direct result of Linear's material breach of the Agreement.

Pursuant to the material breach by Linear Dimensions, Methode requests all tangible confidential information disclosed and developed as a result of the Agreement be turned over to Methode within two weeks to prevent disclosure of Methode's proprietary information. Methode reminds Linear that it is under a duty not to disclose any proprietary information, both tangible and intangible, pursuant to the Agreement of March 5, 1998, and the independent Non-Disclosure Agreement of January 15, 1998, between Methode and Linear Dimensions. Methode demands full return of \$91,066.00 advance payment. Methode also is entitled to consequential damages due to Linear Dimension's failure to perform under the Agreement.

Sincerely,


Steven M. Evans
Patent Attorney
(708) 867-9600 x2842
sevens@methode.com

SME/sdb

cc: Ronel W. Giedt

Attachment

G



LinearDimensions

SEMICONDUCTOR

February 24, 2000

Mr. James W. McGinley, President
Optical Interconnect Products Group
Methode Electronics, Inc.
7444 West Wilson Ave.
Chicago, Illinois 60656

Re: March 5, 1998 Agreement between Linear Dimensions, Inc and Methode Electronics, Inc.

Dear Mr. McGinley,

We have received Mr. Evans letter dated February 11, 2000, and do not agree with the allegation that we are in breach of the above-mentioned agreement. First, the chip provided for testing should not meet the "minimum standards as agreed to in our contract of March 5, 1998". The specifications were significantly changed in 1999 and we completed a second engineering run with samples supplied to Methode in May 1999. We supplied additional samples from that same engineering run in January 2000 except with packaging as per Methode Purchase Order #OE8875. At no time prior to receiving the February letter by Mr. Evans were we advised in writing of any failure to meet specifications. We were advised by telephone on several instances that there may be a problem, and in each instance met with your engineering staff and resolved the issues in question.

With regard to the patent application issue, it is the position of Mr. Schie and his attorney that the patent as written is too broad and violates section 2.9 of the original agreement. We have retained the expert services of a patent attorney/engineer, Mr. Richard Phillips, to review both the patent as prepared by your attorneys and the original agreement. We are also placing Mr. Schie and his attorney on notice that should the patent attorney find that there is no problem, we will continue to pursue full assignment by Mr. Schie.

It has been and still is the intent of Linear Dimensions to fully comply with the agreement of March 5, 1998. We are taking the necessary actions to remedy the matter of assignment of patent rights and upon receipt of the testing results, are prepared to make the final adjustments to the A²SIC.

We would like to have a meeting with you and your management team to bring all the issues to a prompt and mutually rewarding conclusion.

Sincerely,

Ronel W. Giedt
President
Linear Dimensions, Inc.

RWG

cc: Mr. William Meyers, Esq., Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd.
Mr. Richard S. Phillips, Esq., Wood, Phillips, VanSanten, Clark & Mortimer
Mr. Steven M. Evans, Esq., Methode Electronics, Inc.
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